

Meeting of 1997-7-8 Regular Meeting

MINUTES  
LAWTON CITY COUNCIL REGULAR MEETING  
JULY 8, 1997 - 6:00 P.M.  
WAYNE GILLEY CITY HALL COUNCIL CHAMBER

John T. Marley, Mayor, Also Present:  
Presiding Gil Schumpert, City Manager  
Felix Cruz, City Attorney  
Brenda Smith, City Clerk

The meeting was called to order at 6:09 p.m. with Invocation by Pastor Lenny Spicer, Lawton Baptist Tabernacle, followed by the Pledge of Allegiance. Notice of meeting and agenda were posted on the City Hall bulletin board as required by State law.

ROLL CALL

Present: Jody Maples, Ward One  
Richard Williams, Ward Two  
Jeff Sadler, Ward Three  
Charles Beller, Ward Six  
Randy Warren, Ward Eight

Absent: John Purcell, Ward Four  
Robert Shanklin, Ward Five  
Carol Green, Ward Seven

Beller recognized Jeff Erwin for his six years of service on the City Council and stated that Mr. Erwin passed away on July 4. He said Mr. Erwin had been held as a prisoner of war for 33 months in a prison camp in Korea and that he was a true American patriot and a dedicated citizen of Lawton.

PRESENTATION OF EMPLOYEE OF THE MONTH AWARD TO SUE JEFFRIES, MIS DIVISION

Doug Wells, MIS Supervisor, introduced Sue Jeffries and stated she has been employed by the City for 10-1/2 years. He said she has the unique ability to take a challenge and make it an opportunity and always puts the customer first. Jeffries was instrumental in programming for the 911 system, bring it on line ahead of schedule; other duties include municipal court systems, assisting with police systems and serving as E-mail administrator for main frame E-mail. She also provides trouble shooting services for all computer users. Jeffries participates in City functions and is active in her church and in the community. Jeffries husband, Bob, accompanied her.

Mayor Marley presented a plaque from T & S Printing, a certificate of honor and two days off from the City, and gifts from the following local merchants: Goodyear, Ryans Steak House, Hair Loom, Mikes Sports Grille, and Star Shots.

Jeffries thanked Cindy Price for the nomination, Wells for supporting the nomination, and the EAC for selecting her. She said it is easy to work for people you consider to be friends. Jeffries said she was born and educated in Lawton, and that her parents, who had lived here for 50 years, were watching on television. She said she considered her job a gift from God and tried to do her best.

PRESENTATION OF CITIZEN OF THE MONTH AWARD TO DR. LARRY SILKEY

Patsy Bard, Chairperson of Mayors Commission on the Status of Women, introduced Dr. Silkey, who was accompanied by several members of his family. She said Dr. Silkey had been nominated for this award by the Lions Club due to his work in performing eye examinations for those who are unable to pay and for accepting donation of eye glasses which are reused by others when possible who are unable to pay. He also calls on civic organizations and churches for donations, when proper, to assist in payments for related services.

Mayor Marley presented certificates from Congressman J.C. Watts, the Oklahoma House of Representatives, and the City of Lawton, in honor of Dr. Silkeys accomplishments.

Dr. Silkey said he counted it a privilege to be part of Lawton and praised God for the abilities and blessings he had been given to be able to help others.

#### PRESENTATION OF REUBEN A. BROWN LEADERSHIP AWARD TO JEFF SADLER

Dr. Bill Watkins, Chairman of Leadership Lawton-Fort Sill, said Leadership Lawton is an affiliate organization of the Lawton Chamber of Commerce and Industry. It is designed to develop a greater understanding of the community and its relationship as an economic, governmental and humanitarian leader in Southwest Oklahoma, the entire State, and the nation. He said the organization promotes leadership and seeks to recognize those who have demonstrated the qualities of leadership in their normal patterns of living and work.

Dr. Watkins said the award is presented in honor and memory of Reuben A. Brown for his outstanding leadership and commitment to the work of this City. He presented the award to Jeff Sadler for his leadership in the City of Lawton and surrounding area as a business owner, as a City Councilman, as a member of the Lawton Philharmonic Board, and as the President of the Cache Road Square Merchants Association. Dr. Watkins said Sadler serves his community as a volunteer in many ways, including his work with Leadership Lawton-Fort Sill, and in the religious community as a member of the First Baptist Church. He said on behalf of the Leadership Lawton-Fort Sill Board of Directors, the alumni and mentors of that organization, he presented the 1997 Reuben A. Brown Leadership Award to Jeff Sadler.

Sadler said the Leadership Lawton program had been very important to him and that he enjoyed the class a few years ago, and had enjoyed being on the board. He said to be recognized by the peers and other board members was a great honor that he appreciated.

CONSIDER APPROVAL OF MINUTES OF LAWTON CITY COUNCIL REGULAR MEETING OF JUNE 24, 1997.

MOVED by Maples, SECOND by Warren, for approval of the Minutes. AYE: Beller, Warren, Maples, Williams, Sadler. NAY: None. MOTION CARRIED.

AUDIENCE PARTICIPATION: None.

UNFINISHED BUSINESS: NONE.

#### BUSINESS ITEMS:

1. Hold a public hearing and adopt a resolution declaring the mobile home structure at 2101 SW Douglas Avenue to be dilapidated and detrimental to the health and safety of the community; authorize the expenditure of CDBG Contingency Funds, if necessary, to demolish this structure. EXHIBITS: RESOLUTION NO. 97-86.

Schumpert pointed out that Building Development had been changed in name to Code Administration, hoping to be more user friendly.

Dan Tucker, Code Administration Director, presented a video of the property. He said a permit was issued in 1992 for a driveway to be constructed in preparation for the mobile home. The driveway was never constructed and the mobile home permit was never obtained. The City has secured the mobile home in the past, placing a lien against the lot. Plywood over the windows and doors continue to be removed, and the neighbors nail the windows and doors shut. The siding is loose from the mobile home and the wooden frame of the structure is visible through the sides showing rot and deterioration. This property, and adjacent property, contain high weeds and grass, and a scattering of debris. The home is not tied down and presents a hazard to the neighborhood.

PUBLIC HEARING OPENED.

Judy Barbee said the trailer belongs to her husband, Eddie. She said she did not care what was done with it and that she could not afford to do anything with it herself. Barbee said the City should be ready to pay for whatever it decides to do.

PUBLIC HEARING CLOSED.

MOVED by Warren, SECOND by Maples, to approve Resolution No. 97-86 declaring the mobile home structure at 2101 SW Douglas Avenue as dilapidated, a fire hazard, and detrimental to the health and safety of the community and calling for the destruction of said structure and authorizing expenditure of CDBG contingency funds to remove the structure. AYE: Beller, Warren, Maples, Williams, Sadler. NAY: None. MOTION CARRIED.

(Title only) RESOLUTION NO. 97-86

A RESOLUTION DETERMINING A CERTAIN STRUCTURE TO BE DILAPIDATED AND DETRIMENTAL TO THE HEALTH, BENEFIT, AND WELFARE OF THE COMMUNITY, AND ORDERING THE DESTRUCTION AND REMOVAL OF SAID DILAPIDATED STRUCTURE.

2. Hold a public hearing and adopt a resolution declaring the rear structure at 1703 NW Taylor Avenue to be dilapidated and detrimental to the health and safety of the community; authorize the expenditure of CDBG Contingency Funds, if necessary, to demolish this structure. EXHIBITS: RESOLUTION 97-87.

Tucker presented a video of the property. He said this deals with the small, accessory building on the rear of the property, but not the primary structure. A complaint was received in January 1997, notice was given to the owner in February, and staff has been talking to the owner, trying to find a means by which this property could be fixed. The initial complaint was that both the main and accessory structures were open and unsecured; the owner has secured the main structure and located a renter. As late as yesterday, he was unable to find a solution for the rear building, which is open and heavily damaged on the inside.

Williams said the front structure had been somewhat secured but did not appear to be totally secured. He asked if someone was renting it. Tucker said someone is renting it in anticipation of repairing it. Tucker said the owner was present when crews were video taping yesterday and was making further repairs. The securing does not meet the standard the City would follow far as 1/2" plywood, but that we normally allow the owner to make an attempt to secure property and that some structures do not remain secured regardless of the work done. Williams said some of the plywood did not completely cover the windows on the main structure and Tucker agreed.

PUBLIC HEARING OPENED. No one appeared to speak.  
PUBLIC HEARING CLOSED.

MOVED by Beller, SECOND by Williams, to adopt Resolution No. 97-87 declaring the rear structure at 1703 NW Taylor Avenue as dilapidated, a fire hazard, detrimental to the health and safety of the community and calling for the destruction of said structure, and authorizing the expenditure of CDBG Contingency Funds to remove said structure. AYE: Beller, Warren, Maples, Williams, Sadler. NAY: None. MOTION CARRIED.

(Title only) RESOLUTION NO. 97-87

A RESOLUTION DETERMINING A CERTAIN REAR STRUCTURE TO BE DILAPIDATED AND DETRIMENTAL TO THE HEALTH, BENEFIT, AND WELFARE OF THE COMMUNITY, AND ORDERING THE DESTRUCTION AND REMOVAL OF SAID DILAPIDATED STRUCTURE.

3. Consider an agreement with Chris Brown to provide treated water outside the City limits at approximately NE 60th Street and Cache Road. EXHIBITS: LOCATION MAP; LETTER OF REQUEST; SURVEY OF PROPERTY; EXCERPT OF COMMITTEE MINUTES; PROPOSED AGREEMENT.

Schumpert said this is on the regular agenda due to a difference in the staff recommended action and the committee recommended action. A chart in the agenda packet shows the request, the staff recommendation and the committee recommendation.

Bob Bigham, City Planner, said Brown acquired a ten-acre tract of land at the Northwest corner of NE 60th and NE Cache Road. Staff provided seven recommendations to the Water Committee on June 19 as follows:

1. The six-inch branch lateral be extended to the north side of NE Cache Road at the intersection of 60th and Cache Road;
2. The branch lateral be installed in accordance with City standards and dedicated;
3. Written permission be provided by the County Commissioners;
4. A fire hydrant meeting City specs be installed at the terminus on the north side of the branch lateral water line;
5. A preventive back flow device be installed;
6. Applicant pay appropriate fees;
7. Plans and specs be prepared by the applicant and approved by the City Engineer prior to construction.

Bigham said the Committee accepted staff recommendations with two exceptions: one, that the fire hydrant not be installed or dedicated at the North terminus of the branch lateral on the North side of NE Cache Road; and two, that the branch lateral be located at the NE corner of NE 60th and NE Cache Road. He said the original request from Brown was to tap the 18" water line, install the meter on the south side of Cache Road, and bore under Cache Road to service his residence. Staff recommended the extension of the six-inch branch lateral with the fire hydrant on the north side and it would be located at the corner. The Committee recommended installing the branch lateral about 460 feet west of 60th Street and installing the meter and back flow device, but not installing the fire hydrant on the North side.

Beller asked the advantages and disadvantages of the fire hydrant and said it would seem the property owner would want it for fire protection. Bigham said the fire hydrant is for fire protection, and Brown pointed out at the Committee meeting that there is an existing fire hydrant located on the 18" line on the south side and that is where he wanted to put in the branch lateral; argument was that a hydrant was not needed on both the north and south sides of Cache Road. Bigham said the other reason for the fire hydrant is to be used as a flow off for the branch

lateral and the 18" water line; committee recommended installation of a blow off valve at the terminus and that would be included in the plans.

Beller asked how many feet the proposed fire plug is from the existing fire plug. Bigham said 460 feet West of the intersection of 60th Street. Beller said that is a sizeable run of line if a fire occurred at the house in the center of this ten-acre tract. Mr. Brown said the house will not be in the center of the tract and it will be right across from the existing fire plug.

Beller asked Brown if he felt there would be a distinct advantage to having a fire hydrant located 460 feet closer to his residence. Bigham said there is an existing fire hydrant on the south side of Cache Road. Beller said he thought Bigham said it was 460 feet away. Bigham said it is 460 feet west of 60th Street, so it is right across the street. Beller said if there is an existing plug, he did not see why another should be installed.

Schumpert said the Fire Department supports another plug because a fire hose would have to be run across the major road for fire protection. Bigham said the Code requires fire protection on the side of the road of the primary activity. Beller asked why it is being debated if the Code requires it. Tucker said fire hose must not be required to be run across a major or section line road and the plug must be on the side of the road being served so the road will not be closed down. Tucker said if it is a section line in a remote area and it is closed, others in the area may need emergency response and the road would be closed.

Maples asked why this was not discussed at the committee meeting. Bigham said it did not come up in that conversation. Mayor Marley said traffic in that area right now is almost none, and asked if the fire plug could be added later if the area experiences tremendous growth. Beller asked if it would be at the expense of the City. Mayor Marley said if there is enough construction, we would want to put one in.

Maples said she had a problem with making one particular owner install a fire hydrant at his expense to benefit those who may wish to develop in the future, and that it would not be fair to that one owner. Williams asked how much money was involved. Bigham said he understood installation of a fire hydrant was about \$1,000. Williams asked the cost of the butterfly valve and Bigham said he did not know, but maybe \$300 to \$400. Williams said commercial developers are required to install fire hydrants inside the City limits at their expense. Maples said that is normal if they are developing a big area, but this is one owner. Williams asked if a house was presently there and Bigham said no. Williams said the owner would likely be building a \$100,000 home and Bigham said he did not know.

Beller asked how there could be deviation from the Code. Cruz said the City Code does not apply to property outside the City limits, as is the case with this property.

Warren said Brown has no intention of developing this tract, and his home would be the only house there. Beller asked if the City is required to provide fire protection or if he had to request it. Cruz said he would have to make a request. Beller suggested approving it this way, and if Brown requests fire protection, the City require the installation of the fire plug. Maples disagreed and asked why one owner would be required to do that. She said if the area is developed, it is not fair for the one owner to have to pay for that expense. Maples said if a contractor develops the area and builds ten houses, he should install the hydrant, but if it is one land owner, why make him pay and others benefit from that. Beller asked if there is a process for a pro rata share. Bigham said nothing in the proposed agreement addresses a pro rata share.

Warren said the Committee did not discuss the Code regarding crossing the road with fire hose, and that this is outside the City limits. He said it was his understanding that the existing fire hydrant is closer than the proposed hydrant would be had we put it where staff recommended.

MOVED by Maples, SECOND by Sadler, to accept the Committees recommended action. AYE: Warren, Maples, Sadler, Beller. NAY: Williams. MOTION CARRIED.

For the record, Committee recommended action: That the individual water agreement be approved subject to installation of a six-inch branch lateral, without a fire hydrant, at the point approximately 460 feet west of the corner of NE 60th Street and NE Cache Road.

4. Consider an agreement with Kent Waller Construction Company for an individual water and sewer agreement for a commercial activity at approximately 38th Street and Bishop Road. EXHIBITS: LETTER OF REQUEST; LOCATION MAP; EXCERPT OF COMMITTEE MINUTES; PROPOSED AGREEMENT.

Bigham said there are separate staff and committee recommendations. Waller is requesting water and sewer service to several lots in Wedgewood Addition at 38th and Bishop Road outside the City limits. Construction of a commercial enterprise is proposed.

Staff recommendation is that a six-inch water line be extended to the East side of 38th Street with a fire hydrant

installed at the end of it and be dedicated to the City; also that an eight-inch sanitary sewer line be extended to the East side of 38th Street with a manhole at the terminus and be dedicated to the City. Waller requested permission to bore under 38th Street with a sanitary sewer service tap and to extend a one inch water service line with the meter to be located on the West side. Committee recommendation is to approve Wallers request with the exception that a fire hydrant be installed at the terminus of the six-inch water line in the Rolling Hills Subdivision.

Beller asked if the Committee changed only installation of the fire hydrant. Bigham said the most significant difference is the Committee recommended installing only a one inch service line for water under 38th Street with the meter on the West side, and on the sewer line, Waller would bore under 38th Street with a four inch sanitary sewer service line; staff recommended the extension of the public mains to the east side of 38th Street meaning a six-inch water line to the East side with a fire hydrant at the end, and an eight-inch sewer main to the East side of 38th with a manhole at the end.

Beller asked if the four-inch line would be dedicated to the City. Bigham said no, it would be an individual water and sewer service line and would not be dedicated. Beller asked if the fire hydrant would be installed or not. Bigham said the fire hydrant would be installed as recommended by the Committee on the west side of 38th Street. Schumpert reviewed charts in the agenda folder, further explaining the request and recommendations.

Beller asked if there were six lots to be developed. Bigham said yes, Waller plans to put in a commercial enterprise at this location on these six lots, although no specific plans have been submitted. Beller said he was sure Waller was aware of his needs, but that a one inch service line did not seem adequate. Bigham said a one inch typically serves a residence or small business. Beller said it would be Wallers problem if it was not sufficient.

Warren said there was discussion as to the fact that if there is development in the future and a line is run on the West side that Waller will connect to that main on that side at his cost, with no cost to the City.

MOVED by Williams, SECOND by Beller, to enter into an agreement for water and sewer as recommended by the Committee on Outside Water Sales, approve the request by the applicant for the installation of a fire hydrant on the West side of SW 38th Street. AYE: Warren, Maples, Williams, Sadler, Beller. NAY: None. MOTION CARRIED.

5. Consider approving transfer of funds to pay final FY 96-97 Health Fund claims. EXHIBITS: REPORT ON COUNCIL CONTINGENCY; MEMORANDA FROM ACCOUNTING SUPERVISOR AND FINANCE DIRECTOR.

Schumpert said four to five individuals were involved in some very complex medical requirements, and the health plan had about \$1,000 to meet a \$86,000 insurance claim. The Finance Director reviewed available funding and took \$25,803 from Council Contingency; \$14,549 from City at Large street lighting; \$30,574 from Police uniform salary and wages; and \$16,000 from the Water Treatment Plant professional services, and transferred those funds to be able to satisfy the health plan payment. He requested ratification of that transfer. Schumpert said during the budget process, the amount to be contributed to the health insurance was increased by 10%, as well as making changes to the health program hopefully to lessen this type of situation.

MOVED by Sadler, SECOND by Maples, to approve the transfer of funds. AYE: Maples, Williams, Sadler, Beller, Warren. NAY: None. MOTION CARRIED.

#### CONSENT AGENDA:

ITEM 6 WAS CONSIDERED SEPARATELY AS SHOWN BELOW.

7. Consider the following damage claims recommended for approval all of which are under \$400.00: Fox Valley Apartments; Doris B. Martin; and Phyllis A. and Gary D. Scott. EXHIBITS: LEGAL OPINIONS/RECOMMENDATIONS. Action: Approve claims as recommended. Fox Valley Apartments: \$83.00; Doris B. Martin: \$128.00; Phyllis A. and Gary D. Scott: \$52.50.

8. Consider setting a date of August 12, 1997, to hold a public hearing and consider an ordinance to close a portion of street right of way adjacent to 207 NE Angus Street. EXHIBITS: APPLICATION; 300 NOTIFICATION MAP; 11/15/96 LETTER TO MR. FERNANDEZ; COUNCIL POLICY NO. 5-1. Action: Set a date of August 12, 1997, to hold a public hearing to consider an ordinance closing a portion of the street right of way adjacent to 207 NE Angus Street.

9. Consider an agreement with J.C. Kimbro to continue providing treated water outside the City limits at the SW corner of NE 75th Street and Cache Road. EXHIBITS: LETTER OF REQUEST; LOCATION MAP; EXCERPT OF COMMITTEE MINUTES; PROPOSED AGREEMENT. Action: Approve the agreement with J.C. Kimbro.

10. Consider entering into a contract with Mr. Don Greb and Ms. Dianne Greb Mansell for fire protection outside the Lawton City limits, and authorize the Mayor and City Clerk to execute the contracts. EXHIBITS: NONE. (CONTRACTS ON FILE IN CITY CLERKS OFFICE) Action: Approve contracts between Mr. Greb and Ms. Greb Mansell.

11. Consider rescinding Council Policy No. 56. EXHIBITS: NONE. (COUNCIL POLICY NO. 56 AND ADMINISTRATIVE POLICY 7-2 (PROPOSED) ARE ON FILE IN CITY CLERKS OFFICE) Action: Rescind Council Policy No. 56.

ITEM 12 WAS CONSIDERED SEPARATELY AS SHOWN BELOW.

13. Consider approving an amendment to a retainer agreement with the Holloway law firm removing the cap on the maximum allowable legal fees. EXHIBITS: NONE. (AMENDMENT ON FILE IN CITY CLERKS OFFICE) Action: Approve the amendment to the retainer agreement.

14. Consider approving an amendment to a legal services agreement between the City and Alan Rosenbaum extending the expiration date of said agreement to June 30, 1998. EXHIBITS: NONE. (AMENDMENT ON FILE IN CITY CLERKS OFFICE) Action: Approve an amendment for a legal services agreement between the City and Alan Rosenbaum extending the expiration date of said agreement to June 30, 1998.

15. Consider approving contract change order of City Mowing Contract (CL97-148) with Service One Janitorial of Lawton, Lawton, Oklahoma. EXHIBITS: CONTRACT CHANGE ORDER. Action: Approve contract change order deleting property at 24 SW B Avenue from the contract because it was sold by Urban Renewal.

16. Consider rejecting bid for canopy covers - McMahon Softball Fields. EXHIBITS: VENDORS MAILING LIST; BID TABULATION; RECOMMENDATION. Action: Reject bid.

ITEM 17 WAS CONSIDERED SEPARATELY AS SHOWN BELOW.

ITEM 18 WAS CONSIDERED SEPARATELY AS SHOWN BELOW.

19. Consider awarding contract for traffic signal parts and equipment. EXHIBITS: VENDORS MAILING LIST; BID TABULATION; RECOMMENDATION. Action: Award contracts to PELCO, Inc., Edmond, OK, and Traffic Parts, Inc., Spring, TX.

20. Consider awarding contracts for vehicles. EXHIBITS: VENDORS MAILING LIST; BID TABULATION; RECOMMENDATIONS. Action: Award contracts to: Billingsley Ford, Lawton, OK (Item 1 - 1/2 ton pick up); Reynolds Ford, Norman, OK (Item 2 - mini-cargo van (2)); Total Truck & Trailer, Norman, OK (Item 3c - 9 flat bed for 60" cab to axle); Reynolds Ford, Norman, OK (Item 3a - 15,000 GVW cab and chassis - 60" cab to axle, cab and chassis only - state contract); Dan Hill & Associates, Norman, OK (Item 3b - service body for 60" cab to axle - state contract); H.D. Copeland International, Oklahoma City, OK (Item 4a - 24,000 GVW cab and chassis - cab and chassis only, 84" cab to axle - state contract); Dan Hill & Associates, Norman, OK (Item 4b - dump bed for 24,000 GVW cab and chassis - state contract).

21. Consider awarding contract for high intensive use chairs. EXHIBITS: VENDORS MAILING LIST; BID TABULATION; RECOMMENDATION. Action: Award contract to Domore/Do3, Elkhart, IN.

22. Consider awarding contract for portable polygraph without computer. EXHIBITS: VENDORS MAILING LIST; BID TABULATION; RECOMMENDATION. Action: Award contract to Axciton Systems, Inc., Houston, TX.

23. Consider awarding contract for demolition of 907 1/2 SW 4th Street (two structures). EXHIBITS: VENDORS MAILING LIST; BID TABULATION; RECOMMENDATION. Action: Award contract to Big Bobs, Lawton, OK.

24. Consider awarding contract for demolition of 1010 SW Monroe Avenue (three structures). EXHIBITS: VENDORS MAILING LIST; BID TABULATION. Action: Award contract to Bruton Construction Company, Inc., Lawton, OK.

25. Consider awarding contract for demolition of 1513 SW Summit Avenue (three mobile home structures). EXHIBITS: VENDORS MAILING LIST; BID TABULATION; RECOMMENDATION. Action: Award contract to Big Bobs, Lawton, OK.

26. Consider awarding contract for demolition of 504 SW 20th Street (twelve single family mobile homes). EXHIBITS: VENDORS MAILING LIST; BID TABULATION; RECOMMENDATION. Action: Award contract to Big Bobs, Lawton, OK.

27. Consider awarding contract for demolition of 1516 SW Oklahoma (main structure and a carport). EXHIBITS: VENDORS MAILING LIST; BID TABULATION; RECOMMENDATION. Action: Award contract to Big Bobs, Lawton, OK.

ITEM 28 WAS CONSIDERED SEPARATELY AS SHOWN BELOW.

29. Consider awarding contract for demolition of 910 SW 9th Street (a single family residence). EXHIBITS: VENDORS MAILING LIST; BID TABULATION. Action: Award contract to Forney Enterprises, Lawton, OK.

30. Mayors Appointments. EXHIBITS: NONE.

Citizens Advisory Committee (CIP):

Charles C. Garefino, Ward Four, Term: 7/8/97 to 9/8/98

31. Consider approval of payroll for the period of June 30 through July 13, 1997. EXHIBITS: NONE.

Schumpert asked that Item 17 be considered separately. Mayor Marley said he had received requests to speak concerning Items 18 and 28. Williams asked that Items 6, 12, 18 and 28 be considered separately.

MOVED by Sadler, SECOND by Williams, to approve the Consent Agenda items as recommended with the exception of Items 6, 12, 17, 18 and 28. AYE: Williams, Sadler, Beller, Warren, Maples. NAY: None. MOTION CARRIED.

6. Consider the following damage claim recommended for denial: Kwi Im Simmons. EXHIBITS: LEGAL OPINIONS/RECOMMENDATIONS.

Williams said the claimant would like to address the claim; there was no objection.

Joseph Simmons, son of the claimant, said the damage claim is for \$65 concerning an incident on May 14. He said he was not present but heard from his neighbors and read papers as to what had happened. Simmons said City workers entered the back yard and opened the manhole, which is three feet away from the fence, and said they saw two dogs and apparently went back over the fence because the crew chief stated he saw the big dog and the next thing you know, the little dog fell in the manhole about 14 feet deep. He said his mother took the dog to the vet at a cost of \$65. Simmons said the dog is 13 years old and that he felt he would have to have it put to sleep this winter because it continues to limp and appears to be in pain, and his mother wants the money for the vet bill. Simmons said the crew had enough time to cover the hole and get back over the fence. He said if the manhole had been covered, the dog would not have fallen in.

Williams said the commentary shows that the owner of the dog felt the dog was ill some time later. Simmons said it is a 13-year-old wiener dog and the vet determined it had a stress fracture. Simmons said he did not know what treatment was prescribed, but that a cast was not put on. He said if the dog lies on that side, he limps for about 30 minutes, and due to its age, he felt it would have arthritis in the winter and that it would be in horrible pain.

Williams asked how long it was from the time the dog fell in the hole until it was taken to the vet. Simmons said he thought it was the next day or a few days later, and that he moved back to his mothers house about a week after this happened. Williams asked if the City workers got the dog out of the manhole. Simmons said he assumed so, there were four workers and two were in the hole, and the dog did not bite anyone and neither are vicious. Simmons said the manhole is very close to the fence.

Warren asked if the easement was fenced in or if the manhole was in the easement. Cruz said the manhole is in the easement and the easement has been fenced in. Cruz said there was a service call due to a clogged main; an employee knocked on the door, there was no answer, and the crew went into the back yard and opened the manhole. He said later on, they saw two dogs, a big one and a little one. The larger dog went after or appeared to be threatening the service man and when he tried to get the big dog away from him, the little dog fell into the manhole. He said the incident happened April 28 and the vet report shows the dog was taken there on April 30, so it was two days later.

Cruz said the gentleman mentioned earlier the dog is still suffering from the fracture and would likely have to be put to sleep. He said if the claim is paid, there is an admission of liability which may subject the City to further liability if the dog must be put to sleep.

Simmons said he guessed they would cover having the dog put to sleep, although he did not know exactly what his mother wanted other than the \$65 to cover the vet bill.

MOVED by Williams, SECOND by Warren, to deny the claim. AYE: Sadler, Beller, Warren, Maples, Williams. NAY: None. MOTION CARRIED.

12. Consider approving Change Order No. 2 for SE "F" Avenue Street and Drainage Project 95-7b with T & G Construction, Inc. EXHIBITS: LOCATION MAP. (CHANGE ORDER NO. 2 IS ON FILE IN THE CITY ENGINEERS OFFICE)

Williams said he requested this be pulled and that Beller had questions on it also. Williams asked if there was any recourse the City has against the consultant. Jerry Ihler, Public Works/Engineering Director, said the only recourse with regard to the consultant would be the time invested by City staff to prepare the addition to the plans for installing the drainage on Stafford, which took about three days to put together. Ihler said the construction cost is estimated at \$20,000; had the consulting engineer put those on the original plans, since the change order is based

on the original unit cost items, the same dollar amount would have been paid for those improvements. Ihler said the only thing that could be discussed with the engineer would be the time the City staff invested in the plans. Williams suggested the consultant be contacted in that regard.

Beller said asked if the City would owe the consultant a fee if the consultant accepts the responsibility for the \$20,000 of construction work. Ihler said he thought the contract with the consultant was on a lump sum basis rather than a percentage of construction costs. Beller said his first concern was the words "inadvertently omitted" but that Ihler had explained the work on Stafford was not included in the original intent for the drainage portion. Beller said the work is desperately needed.

Warren asked if this was the same consultant that was used on Cache Road Beautification and Ihler said no.

MOVED by Beller, SECOND by Williams, to approve consent agenda item 12. AYE: Beller, Warren, Maples, Williams, Sadler. NAY: None. MOTION CARRIED.

Recommended Council Action: Approve Change Order No. 2 for the SE "F" Avenue Street and Drainage Project 95-7b with T & G Construction, Inc.

17. Consider rejecting all bids for communications service monitor. EXHIBITS: VENDORS MAILING LIST; BID TABULATION; RECOMMENDATION.

Schumpert said the Communications Director has additional information and will request that Council award the bid.

Ken Graalum, Communications Director, said the responsive bid submitted by Tektronix included several items in a memorandum which was attached to the bid, taking exception to several items in the specifications. He said two instances were a matter of semantics as far as providing a second RF input rather than an auxiliary generator which accomplishes the same thing; they are providing an IEEE 488 computer interface rather than an RS 232 computer interface, which still allows the integration of the service monitor into one of the computers at the shop. He said due to the FCC refarming of the radio spectrums that has now limited us to a 50-watt output, service monitors are normally a 50-watt output and not the 100 watt output specified. Graalum asked that Council award the bid to Tektronix of Irving, Texas, in the amount of \$10,706. He said this is used equipment; it was in service for less than two years by a radio equipment company that had it leased and has returned it to Tektronix as part of their routine. The unit would normally cost between \$7,000 and \$11,000 more if it were bought new.

Warren said if the specifications are incorrect or staff provided incorrect information, it should be done over to allow everyone an equal opportunity to bid.

Cruz asked if a legal finding had been made as far as review of the specifications. Larry Johnson, Assistant City Attorney, said from a common sense point of view, Tektronix attached an explanatory memorandum to their bid. Johnson said when the bids were opened by Purchasing, it appeared the firm was taking exception to some of the specifications and that their bid was therefore nonconforming. He said he went through this with Mr. Graalum today and found they were saying the same thing in different words. For example, the specification called for an auxiliary RF generator and Graalum said there is a second one built into this machine already so it has an extra one, which is what an auxiliary machine would be, so it is the same thing even though it is called something different.

Johnson said because they were buying older equipment, they were planning on a computer interface that matched the older equipment, but they have upgraded to the new computer interface so the plug is right for this, rather than having to get an adapter. The third item, the rechargeable battery, it takes a little adapter that goes with this to make a rechargeable battery work with it; it is not contained in the unit. The FCC standards changed after the specs were written so instead of going up to 100 watts, they go up to 50 watts, so the machines are only allowed to go to 50 rather than 100. The warranty was an explanatory note that they offer a three-year warranty. Johnson said it is not that the machine does not meet the specifications as written, but they use different words to accomplish the same result.

Cruz asked if the company meets the specs. Johnson said it appears they do based on the information provided by Communications.

Maples asked if the company sent in a letter. Johnson said it was included with the bid. Maples asked if staff went back to them for more clarification. Johnson said no, if a vendor disagrees with the specs or wants clarification, they are supposed to notify the City so many days in advance of the bid opening and clarification is then provided to all potential vendors. Johnson said that did not happen here, but the company attached the explanatory note with the bid packet. Maples asked if the other vendors are notified they can send in justification for their bids. Johnson said all bid packets include a provision that if a vendor wants to take exception to the specifications or has an explanation, it says to submit it ahead of time and the company did not do that.



Warren asked if the other bidders deviated to a greater degree from the specs. Graalum said yes and explained the deviations in Motorolas bid.

Williams asked if this is remanufactured equipment. Graalum said two companies, Tektronix and IFR, supply this equipment to radio manufacturers; equipment is in use for approximately one year then returned to the company to be checked over, and in this case given a three-year warranty, and resold. Graalum said it is comparable to buying a car that had been on a fleet lease for a year and still having the full warranty.

Williams asked if the specification required new equipment. Graalum said the first time bids were advertised in January, specifications did not state that used or reconditioned equipment would be accepted. He said one bid in the approximate amount of \$22,000 was received, which was more than available; specifications were rewritten and the notation added that reconditioned equipment would be acceptable with a minimum of a two-year warranty.

Beller said it appears the equipment can be purchased, and that none of the units would meet the 100 watt portion now. Graalum said that is correct because the FCC will not allow use of anything above 50 watts.

MOVED by Beller, SECOND by Williams, to award the contract to Tektronix, Inc., Irving, Texas.

Williams said as far as the Specifications Committee, items dealing with electronics are very difficult to work with. He said he appreciated staff presenting this, but if there will be a Specifications Committee, we should rely on the specifications.

Sadler said information shows the equipment should last ten years but has a three-year warranty. Graalum said yes, and the current monitor is 13 years old and is at the end of its capacity. Graalum said this unit has the new digital technology. Sadler asked who would do the maintenance five years from now. Graalum said they would have to contact the company.

Warren asked if Purchasing had any input. Veal said it was acceptable.

VOTE ON MOTION: AYE: Beller, Warren, Maples, Williams, Sadler. NAY: None. MOTION CARRIED.

18. Consider awarding contract for jet rodder and vacuum debris loader. EXHIBITS: VENDORS MAILING LIST; BID TABULATION; RECOMMENDATION.

Mayor Marley said a person had asked to speak and Council agreed to receive input.

Ken Baker, President of Baker Equipment Company, Edmond, Oklahoma, distributed information on his product. Baker said he bid on this item and understood from Purchasing that although he was the low bidder and took no exceptions to the specifications, the recommended award is to the high bidder. He said he understood there were two reasons for that recommendation, one being a question about service within 250 miles of Lawton. Baker said his response was they have a service center within 90 miles in Oklahoma City and so stated in the bid. Baker said the second item was the location of a pump off unit on the tank, and his response in the bid, his intended response by answering yes was that he would mount it as required and he answered "or on rear door," either place, and it did not matter to him where it is mounted.

Baker said he is the low bidder and meets specifications and requested he be awarded the bid.

Jerry Ihler, Public Works/Engineering Director, said it was indicated to him that Bakers pump was located on the rear door, which would not meet specifications because as you operate the vac truck and back up, you do not want the pump system on the back to where if you back into something and damage is caused, there is a problem maintaining the equipment. He said three items were listed in staff review. Ihler said request was made for submission of at least five references that have similar combination units that have been in service and are older than five years. He said Baker provided ten references, but the oldest unit they could find in service was a little over two years in checking those references, so they could not provide background with regard to many years of service.

Ihler said most important to staff, there was indication in the specifications requiring parts in stock and a factory authorized service facility within 250 miles of Lawton. He said to determine good service, they contacted the references provided by Baker; eight references were reached and five of them provided very negative references with regard to problems getting parts, taking seven to eight weeks in providing parts, some even as far as not getting telephone calls returned. Ihler said five of the eight provided negative background with regard to service provided, one indicated they could not get parts from the vendor and had to get them from Birmingham, Alabama; the other indicated they had problems getting parts and the down time was very unacceptable. Ihler said Lawton is under a mandate with the EPA to do a certain number of feet each year, to televise and clean the system, and this is a very important part of meeting that EPA requirement, and we cannot afford to have down time as was

indicated by the references. He said those were the basic reasons for staff recommendation.

Williams asked if references were checked on the other vendor. Ihler said yes, the five references were provided by the other vendor and all gave positive feedback and indicated the service for the units they had was performed in either Tulsa or Oklahoma City. Ihler said they could not find where the service was being provided by Baker, but the one indicated they had to get parts from Birmingham, Alabama.

Baker said he could not address people who were not present but would be very interested to know who gave those recommendations. He said as far as parts from Birmingham, that is the location of the factory, and if you do not have a part in stock, that is where it comes from, and that would be the same for any vendor.

Baker said we do not stay in business for 25 years and not give good service. He said we have sold more sewer cleaning equipment in this state than all other vendors combined. Baker said he would take issue with that part of that report particularly.

Beller said 25 years is a good track record and asked if they had repeat purchases. Baker said yes, and one thing that needs clarification; both vendors are representing a piece of equipment that they have handled for only a period of two years or so, both himself and Midwestern Equipment. He said they are new manufacture so it is impossible for either company to reach back five years with the piece of equipment, the brand specified.

Williams asked Baker if he actually did the repairs at his location or if he subcontracted them out to Perfection. Baker said both. Williams asked if Baker kept an inventory of parts on hand. Baker said yes. Williams asked an estimate of parts inventory dollars. Baker said they have a prescribed parts list that Clean Earth provides all authorized dealers and he estimated the dollar value to be in the neighborhood of \$2,000. Baker said in addition to that, they have a partnership on service and have used them for 20 years and they have probably \$5 million in parts. Williams asked Baker if he was more of a sales agency than sales and service. Baker said more of sales, they are heavy on sales, but they do both. Baker said they prefer to do the service in the city where the machine is located if at all possible, to send a service rep to the machine, because the machines were not meant to travel long distances on highways.

Williams said he knew Perfection Equipment had been in business for a long time and that he would not have a problem regarding availability of parts or service capability from Perfection Equipment in Oklahoma City. He said the Clean Earth is the low bidder. Williams said if the question were regarding location of the pump and it can be put where staff wants it, that would not be a problem. He asked if another supplier was present to address the Council.

Mike Brown, representative of Midwestern Equipment, Oklahoma City, said they are the dealership who submitted the bid on the equipment. He said he would provide rebuttal of earlier statements and said Midwestern Equipment, as far as experience with this product line, is about two years old. Brown said he is the sales manager for Midwestern Equipment and has been in this business for 20 years dealing with other manufacturers and being associated with Vactor Manufacturing Company, as a competitor and now as a representative of them. He said he is supported tonight by a member of Vactor Manufacturing Company that came down for this particular Council meeting, who is a dealer rep for Vactor. He said he and Preston Brown have been involved with this City and the using department from the day that this particular situation started about a year ago and have worked diligently with the using department in helping them with their application and trying to come up with the right piece of equipment to fit the application. Brown said they have spent quite a bit of time in doing this and have been here twice with demonstration equipment.

Brown said as far as their reputation as a dealer representing different manufacturers throughout the State of Oklahoma, they have been in business for more than 51 years. He said they service their own equipment and do not farm it out to someone else to do for them; service is provided either from Tulsa or Oklahoma City, and they have nine fully equipped service trucks with welders, cutting torches, and everything that goes with heavy equipment, that travel the state every day working on equipment. Brown said their service and sales are all combined in one company and they take care of everything involved in supporting each product line, and they represent several.

Brown said as far as the design equipment, Bakers bid said they could put things in certain positions on the truck, which was clearly not adhering to the specs, and they were talking about the pump off system or a decanting system. He said Midwesterns bid clearly states they will put it in a certain area. Brown said he submitted the lowest bid meeting specifications provided, took no exceptions, and provided the proper equipment to meet the need as shown in the specifications. He said Vactor has more machines out than all of the competitors combined so Vactor is not a new company. Brown said they have supported the City of Lawton for 50 years and fully expected to get this business based on being the qualified low bidder meeting specifications.

Schumpert said the bid sheet shows the unit price for Baker Equipment to be \$149,806, and for Midwestern it was \$158,026. He said the memorandum from the division shows Baker at \$149,806 and Midwestern at \$150,862 from Midwestern Equipment. Ihler said the memorandum is correct; the \$71,064 on the tilt hose reel for bidder two is a

deductive item. It was originally specified as a scoping hose reel, which bidder one could not supply, so to stay competitive, an addendum was sent out indicating that a tilt hose reel was acceptable. In doing so, the bid of \$158,026 for bidder two includes the scoping hose reel, and if we go with the tilt hose reel, which is staff recommendation, there would be a deduction of the \$71,064, so the bid of bidder two would be \$150,862. Schumpert said the difference between the bids is then approximately \$1,000 per unit. Ihler agreed.

Cruz said the City Code requires that if the Council were to award a bid to other than the lowest bidder, the Council must state on the record why it is being awarded to other than the lowest bidder. Schumpert said staff is saying that Baker does not meet specs. Cruz said that could be read into the record.

Williams asked what warranty is provided by Midwestern. Brown said it adheres to the specifications; a standard warranty is parts and labor for one year on the basic unit. Williams asked if there were an addendum regarding warranties. Veal said information was provided on extended warranties; Vactor additional warranty, which is one year additional for a total of two years for a total of \$4,000, an additional \$2,000; a two year additional, for a total of three years, at \$4,500; three years additional for \$7,000; and four years additional for \$9,500. There is an additional warranty for water pumps for \$750 which covers one additional year; \$1,500 for two additional years; \$2,250 for three additional years, or \$3,000 for four additional years.

Williams said if we are looking at the additional warranties, from the abstract from Baker, those extended warranties from Baker seem considerably less than those from Midwestern. Veal said that was correct.

Williams asked if the City has a Vactor piece of equipment now. Brown said yes, one that is 11 years old. Beller said the down time is of great importance and asked if problems are anticipated by going with one unit versus the other as far as down time. Ihler said the only thing you can base that on is the references received from each company; references from bidder two were positive in getting good response times, when something was down they could get parts very quickly or were able to get service in Tulsa or Oklahoma City. Ihler said staff contacted Bakers references, and received comments that they were not able to get parts in a timely manner but there were seven and eight week time frames where the equipment was down, which was not acceptable to some of the references. Ihler said he personally had no experience with either and did not know either of the gentlemen or companies, but based on the references received and the fact that the bid received from one had the pump off system in the back where it was not specified to be, the recommendation was that the bid be awarded to the one they felt was the low, responsive bidder with regards to service and the fact that the pump off system was located in the rear from the one company was felt to be non responsive.

Beller said Baker alluded to the fact that they farm out parts of their maintenance. Baker said it is common practice and they had used Perfection Equipment specifically for 20 years. Baker said it would be convincing if they could see facilities of each; Perfection has ten times the capability to work on the trucks. Baker said they prefer to fix the equipment on the site.

Baker asked about the deductions from Midwestern and Veal reviewed the sheet with Baker away from the podium. Baker said no business in the world survives as long as his company if the service is not good, and the sole product of his company is to sell sewer cleaning equipment to six states. Baker said an entire machine can be built in six to eight weeks, much less get a part.

Brown said it asks for a users list in a four-state area of like machines that had been sold. He said he produced a four-state users list of more than 200 machines.

MOVED by Warren, SECOND by Williams, to accept the bid from Baker Equipment Company with the understanding that the pump off system be located in the front where we required it and the understanding that they do have the service facility at least in Oklahoma City if not service here.

Beller asked if this is the low bidder meeting specifications and if they do meet the specifications. Cruz said Baker is the low bidder.

SUBSTITUTE MOTION by Maples, SECOND by Beller, to accept the bid from Midwestern Equipment Company as recommended for the reason of the references.

Beller said he thought the references were an important point with this type of machine. Mayor Marley said the motion was that the reason to go with Midwestern was the list of contacts given to support the serviceability and that the other company does not meet the specifications; the regular motion was to go with Baker Equipment Company.

VOTE ON SUBSTITUTE MOTION: AYE: Beller, Maples, Sadler. NAY: Warren, Williams. SUBSTITUTE MOTION CARRIED.

28. Consider awarding contract for demolition of 308 NE Skyline Circle (a single family residence). EXHIBITS: VENDORS MAILING LIST; BID TABULATION.

Mayor Marley said Mr. Warner would like to address the Council and it was agreed that input would be received.

Joe Warner said the property at 308 NE Skyline Circle definitely has some value and should be saved. He requested this be tabled so they could have time to put a package together to try to save the property and get it back on the tax rolls.

Williams said this came before Council previously and it was voted to demolish the structure. He asked Warner if he had been in contact with Tucker on this property prior to it being brought to Council for demolition. Warner said yes, he talked to Tucker regarding getting a renovation permit early on, and thought he had that approval and worked with the mortgage company to work out a deal to purchase the property; they came to terms contingent on him being able to get a building permit. Warner said when he got everything worked out, he submitted an application for a building permit and it was denied, so he left it alone at that point, but in looking at it further, if the house is torn down and only a slab left, it would be worse for the neighborhood because it would be sitting there for years.

Williams asked why the request for a permit was denied. Warner said it was based on the way the resolution was passed, it had to be torn down rather than renovated. Williams asked if that was prior to Tucker bringing it to Council for demolition. Warner said he was not sure about the dates.

Warren asked if this could be tabled with the understanding that it be boarded up and mowed. Schumpert said the City has been dealing with this property for quite some time, and what was suggested is possible and legal, although he did not know how it would affect the bid award. Schumpert suggested Tucker be allowed to give a history of how it got to this point because we have been dealing with the condition of the property for quite some time, and it may have been tabled once or twice already, and the issue is we are simply not getting anywhere with it. Williams said he did not think it had come before Council for demolition prior to a couple of weeks ago, or a month.

Cruz said a resolution was adopted by Council to demolish it, and if Council desires that this be tabled, action would be to rescind the resolution to take further action. He said if Council desires that it be withdrawn from demolition, the resolution should be rescinded.

Warren said it is always a last minute thing to come in and pull it out, and this has been going on for quite a while. He said the most important entity as far as monetary involvement would be the mortgage company and they do not seem to care one way or another, so he saw no reason to delay it any longer.

MOVED by Maples, SECOND by Warren, to award the contract for demolition at 308 NE Skyline Circle to Ranco Enterprises and authorize the Mayor and City Clerk to execute the contract.

Sadler asked where the cost of demolition would be paid from, the \$4,000. Tucker said the resolution previously passed identified the Council Contingency fund.

VOTE ON MOTION: AYE: Warren, Maples, Williams, Beller. NAY: Sadler. MOTION CARRIED.

BUSINESS ITEM:

32. Pursuant to Section 307B4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending civil suit styled J.M. vs. City of Lawton, et al., Case No. CIV-95-231-L, in the United States District Court for the Western District of Oklahoma, and, in open session, consider appointing a representative to represent the City at the settlement conference. EXHIBITS: NONE.

33. Pursuant to Section 307B4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the lawsuits styled White, et al. v. City of Lawton, et al., Cotton County District Court Case Nos. CJ-93-19 and CJ-94-45, and, in open session, take appropriate action on said lawsuits. EXHIBITS: NONE.

34. Pursuant to Section 307B4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending quiet title action relating to water line easements from Lake Ellsworth to Lake Lawtonka, and, in open session, take appropriate action to include authorization to initiate quiet title action against Charles E. Snyder and Doris Snyder. EXHIBITS: NONE.

35. Pursuant to Section 307B4, Title 25, Oklahoma Statutes, consider convening in executive session to approve a settlement in the lawsuit styled Warner v. City of Lawton, Case No. CJ-96-402, and, take appropriate action in open session on the settlement. EXHIBITS: NONE. (RESOLUTION TO BE DISTRIBUTED IN EXECUTIVE SESSION)

MOVED by Warren, SECOND by Williams, to convene in executive session as shown on the agenda and recommended by the legal staff. AYE: Warren, Maples, Williams, Sadler, Beller. NAY: None. MOTION CARRIED.

The Mayor and Council convened in executive session at 7:50 p.m. and reconvened in regular, open session at 8:20 p.m. with all members present upon roll call except Purcell, Shanklin, and Green.

Cruz reported the Mayor and Council met in executive session to discuss Items 32 through 35. He said on Item 32 he would request that Council designate Council Member Green as the primary, and Mayor Marley as the alternate representative to the settlement conference in the J.M. case.

MOVED by Warren, SECOND by Sadler, to designate Council Member Green as the primary, and Mayor Marley as the alternate representative to the settlement conference in the J.M. case. AYE: Maples, Williams, Sadler, Beller, Warren. NAY: None. MOTION CARRIED.

Cruz reported no action is needed on Item 33. He said in regard to Item 34, he would request Council to authorize staff to initiate quiet title action on this matter.

MOVED by Williams, SECOND by Warren, to authorize staff to initiate quiet title action. AYE: Beller, Warren, Maples, Williams, Sadler. NAY: None. MOTION CARRIED.

Cruz reported on Item 35, he requested Council adopt a resolution authorizing settlement in this case.

MOVED by Beller, SECOND by Warren, to adopt Resolution No. 97-88. AYE: Williams, Sadler, Beller, Warren, Maples. NAY: None. MOTION CARRIED.

(Title only) RESOLUTION NO. 97-88

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO ENTER INTO A SETTLEMENT AGREEMENT FOR THE SUM OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN THE COMANCHE COUNTY DISTRICT COURT OF OKLAHOMA, AS SETTLEMENT OF THE LAWSUIT STYLED: BRENT AND CHANDRA WARNER V THE CITY OF LAWTON, OKLAHOMA, CASE NO. CJ-96-402; AND DIRECTING THE CITY ATTORNEY TO PREPARE AND FILE A JOURNAL ENTRY INCORPORATING SAID RESOLUTION AND SETTLEMENT AGREEMENT FOR THE COURTS APPROVAL.

REPORTS: MAYOR/CITY COUNCIL/CITY MANAGER.

Maples said about 99% of the Action/Information Summary deals with weed abatement problems and that she had asked Cruz and Tucker to work on an ordinance where property owners could be fined for letting their properties get to this point to begin with.

Williams asked that a date be identified in the near future to meet with the contracting community again. He said quarterly meetings were planned previously. Schumpert said a date is being looked for now, and that those who attended the previous meeting would receive written notice, and that a notice would be published.

Schumpert said Council had requested a special session regarding Wolf Creek, and there is a three week period without a regular Council meeting in the near future so a date may be considered to be set at the next meeting.

Allisa Hoskins asked to speak and Council agreed to receive comment. Hoskins said the newspaper reported the Council would be addressing a lawsuit regarding a woman who had been attacked, raped and kidnaped by two escapees from the Lawton Correctional Institute. She asked if that was Item 32. Mayor Marley said yes. Hoskins asked who was serving. Mayor Marley said Mrs. Green was first and he would be an alternate to attend the settlement conference.

Beller said they were not escapees but inmates. Hoskins disagreed.

There being no further business to consider, the meeting adjourned at 8:30 p.m.